

Hybrid and Remote Work Policy & Agreement

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Manager

The individual responsible for the Teleworker's work performance. Also known as supervisor.

Program

The 3 types of Teleworking programs are as follows:

1. AD HOC REMOTE WORK

A Teleworker who needs to work from a Remote Office on an as-needed basis including due to unforeseen circumstances such as Teleworker illness or the onset of inclement weather.

2. FLEXIBLE WORKING ARRANGEMENT

A Teleworker who regularly works from home during set times during the week.

3. REMOTE WORK

A Teleworker who exclusively works remotely.

This Agreement applies to Flexible Working Arrangements and Remote Work Programs and includes enforceable policies and terms and conditions for the Teleworker, together known as the "**Program**".

Remote Office

A functional, enclosed, private, safe and regularly maintained workspace in the Teleworker's home residence that is away from distractions and noise and separate from the rest of the home residence, where the following requirements are met prior to participation in the Program:

- High-speed internet.
- A telephone.
- Computer Equipment.
- An ergonomic chair and desk.
- Activated anti-virus software.
- Password-protected wi-fi.
- Secure access to the Company server.
- A locking drawer or filing cabinet if the Teleworker is expected to print or transport Sensitive Materials.
- A shredder or a secure way to return paper Sensitive Materials to the Company office to be shredded.

A café or any other public location does not qualify as an acceptable Remote Office.





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Recitals

This Agreement confirms the terms and conditions relating to Teleworking, by and between the Company and **Teleworker Name**, Address. (the "**Teleworker**").

The Teleworker and the Company are together known as "the Parties".

The Teleworker's Term, Type of Teleworking, Justification for Teleworking, Remote Office Details, Job/Project Description, Performance Metrics and Teleworking Schedule are indicated in **Schedule A**.

WHEREAS the Teleworker wishes to Telework and the Company wishes to clarify the policy and terms and conditions relating to Teleworking; and

IN CONSIDERATION of the promises and other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, the Parties agree to the following:





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- 7. The Teleworker's Remote Office shall at all times be located in the province/state of Name of province or State. No work shall be performed outside the province/state of Name of province or State. The Manager possesses the required skills to manage remote workers.
- 8. The Company and the Teleworker shall execute this Agreement.

3. Manager Responsibilities

- 1. The Manager is responsible and accountable for managing the Teleworker's work, performance, productivity, and ensuring the safety of the Teleworker during the duration of the Program.
- 2. The Manager shall meet with the Teleworker daily during the first 4 weeks of the Program to confirm the continued mutual benefits to both the Company and the Teleworker.

4. Safety

- 1. The Teleworker and Manager shall be trained in the following safety procedures:
 - 1.1 Insert applicable safety training for your industry
 - 1.2 Example: Communication protocols and procedures for check ins if a worker is working alone or in isolation.
 - 1.3 Example: Ergonomic considerations
 - 1.4 Example: Evacuation

5. Procedures for Program Sign Up & Approvals

Each request to participate in the Program shall be considered on an individual basis. Teleworkers and their Managers are responsible for determining the best possible work situation for each Teleworking request.

- 1. The Teleworker meets with their Manager to discuss the feasibility of participating in the Program.
- 2. Once feasibility is established, the Teleworker together with their Manager completes the applicable fields in Schedule A.
- 3. The Manager and INSERT: Management level title, not name shall approve the suitability of the Teleworking request.
- 4. Manager and Teleworker sign the Agreement.





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Terms & Conditions

6. Company Materials

In the case where Company Materials are provided to the Teleworker as indicated in Schedule B, the following applies:

- 1. No one except for the Teleworker may use Company Materials. Company Materials are supplied for the exclusive use of the Teleworker and only for the purposes of conducting Company business.
- 2. The Teleworker shall take reasonable care of Company Materials including protecting Company Materials against damage, theft, and unauthorized use.
- 3. Company-owned software may not be duplicated.
- 4. Company Materials remain the property of the Company at all times and shall be returned to the Company immediately upon request.

7. Workers Compensation

The Teleworker's Remote Office shall be considered an extension of the Company's workspace.

- 1. The Company shall be responsible for the Teleworker's INSERT: Applicable worker's compensation insurance premiums for the duration of the Program.
- 2. The Teleworker, together with their Manager, shall regularly assess, identify, control and immediately report unsafe conditions and activities that may cause injury or illness to the Teleworker, including but not limited to the following:
 - 2.1 Environmental hazards such as asbestos, mold, tobacco smoke.
 - 2.2 Electrical safety.
 - 2.3 Ergonomic concerns.
 - 2.4 Hazards that may increase the likelihood of slips, trips, and falls.
- 3. In the case of an injury, the Teleworker is covered by the Company's worker's compensation program provided that:
 - 3.1 The injury occurs during work hours established in Schedule A;
 - 3.2 The injury occurred in the Remote Office and nowhere else in the Teleworker's home residence.





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Teleworker's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Company.

- 6. Determination of any income tax or property insurance implications of maintaining a Remote Office in the home residence. The Company shall not provide tax guidance nor shall the Company assume any additional tax or other liabilities. The Teleworker is strongly encouraged to consult with a qualified tax professional and insurance provider to discuss income tax and property implications.
- 7. In the event that legal action is required to regain possession of Company Materials, software, or supplies, the Teleworker agrees to pay all costs incurred by the Company, including attorney's fees, should the Company prevail.

9. Security, Privacy, Confidentiality

Keeping Company-related information and Sensitive Materials safe and secure is a key condition of participating in the Program. Company security and confidentiality may be compromised when transferring Sensitive Materials documents between the Company office and the Remote Office. Additionally, unless the Remote Office allows for safe storage of Sensitive Materials, family members, friends, thieves, or other non-Company individuals may gain access to them.

- 1. Output and materials created with Company Materials are considered Company property.
- 2. The Teleworker shall mitigate any security and confidentiality risks to Sensitive Materials including:
 - 2.1 Sensitive Materials shall be kept within the confines of the Remote Office.
 - 2.2 No one other than the Teleworker shall have access to the Remote Office, Company Materials, or views of the computer screen while the Teleworker is engaged in Company work.
 - 2.3 When the Teleworker is away from the Remote Office, even if only for a few minutes, computer equipment must be secured as follows:
 - 2.3.1 With a locked password-protected screensaver; or
 - 2.3.2 Turning off or logging off the computer.
 - 2.4 All Sensitive Materials shall be password-protected when transferring them via the internet outside of secure VPN.
 - 2.5 When printing Sensitive Materials to a shared printer, the Teleworker shall ensure that they are immediately retrieved and safely stored.
 - 2.6 All Company electronic files shall never be saved on the Teleworker's own computer equipment and shall be stored on the Company network.
 - 2.7 Printed Sensitive Materials shall be stored in locked drawers or cabinets.





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- 6. The Teleworker shall be on Company's site as necessary to attend meetings, collaborate with colleagues, and participate in training events, lunch & learns, or other work activities as necessary.
- 7. The Teleworker who has committed or is scheduled to be in the Company office on a certain day or for a certain period, is expected to honor that commitment.

12. Productivity & Performance

- 1. The Teleworker is subject to a probationary period indicated in Schedule A.
- 2. Teleworking is not a substitute for dependent care. The Teleworker shall not be available during Company core hours to provide dependent care. The Teleworker agrees to make recurring dependent care arrangements during the entire duration of the Program.
- 3. In the event that the Teleworker divides their time between working in the Company office and the Remote office, travel time to and from each location is not considered time worked.
- 4. Recording of the Teleworker's hours of work is not required and the Company provides the Teleworker with flexibility in choosing their hours of work, subject to Section 11.3. However, the Teleworker is expected to be fully-productive and provide their Manager with a Weekly Status Report provided in Schedule C, that shall be completed every Monday morning for the preceding 7 days, outlining the Teleworker's results, accomplishments, and learning for the week.

13. Remote Office On-site Visits

1. The Company has the right to make on-site visits (with 48 hours advance notice) to the Remote Office for the purposes of determining that the site is safe and free from hazards and continues to be conducive to supporting the required work expectations and security, and to maintain, repair, inspect, or retrieve Company Materials, software, data, or supplies.

14. Existing Executed Contracts and Company Policies

- 1. This Agreement addresses areas related to Teleworking and serves as an addendum to the Teleworker's Executed Contract.
- 2. All terms and conditions included in the Teleworker's Executed Contract continue to apply unless specifically addressed in this Agreement as it relates to Telecommuting. In the event of inconsistency between this Agreement and the terms and conditions in the Teleworker's Executed Contract, the terms of this Agreement shall prevail.





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18. Other Terms & Conditions

- The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- This Agreement shall be governed by the laws of Enter your jursidiction and if legal action is instituted to enforce or interpret this Agreement, each Party shall be responsible for its own costs and legal fees.
- The invalidity, illegality or unenforceability of any section or provision in this Agreement shall not in any way affect or impair the validity, legality or enforceability of the remainder of the Agreement.
- The Teleworker acknowledges that the Company has provided them with a reasonable opportunity to obtain independent third-party advice with respect to the contents, terms, and effects of this Agreement and that the Teleworker has either obtained such advice prior to executing this Agreement or has willingly chosen to execute this Agreement without having obtained such advice; that the Teleworker signs this Agreement as a free act.
- 5. Time and each of the terms and conditions of this Agreement shall be of the essence.
- This Agreement may be signed in as many counterparts as may be necessary, or by facsimile, or by other electronic means producing a printed copy, each of which when so executed shall be deemed to be an original, and such counterparts, facsimiles or other electronic copies and acceptance of this Agreement shall together constitute one and the same Agreement.





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Schedule A

19. Term of Agreement	
The term of this Agreement shall commence on date and continue indefinitely subject to Sec	ction 15.
20. Type of Teleworking	
☐ A Flexible Work Arrangement	
☐ Remote Work	
21. Justification for Teleworking Benefit	
21. Justification for Teleworking Benefit	
Provide a business case for the Teleworking arrangement.	
22. Remote Office	
22. Remote Office	
The Remote Office satisfies the Remote Office requirements and is located at:	
Address:	
Insert 3 photos of the Teleworker's suggested Remote Office.	





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25. Teleworking Schedule

DAY	FROM	то	Mins allotted for Meal Break
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

26. Other

Note any other comments, exceptions or restrictions.





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Schedule C – Weekly Status Report

In accordance with the Teleworking Policy and Agreement, the Teleworker agrees to complete and email this report to their Manager every Monday covering the preceding 7 days.

То:	Manager Name
From:	Teleworker Name
For period of:	Monday Date to Sunday end date
	Less than my Standard Work Week: Hours hours worked this week. tion only if you were absent during your work week. For example, if you were on vacation or ill on Tuesday, vailable hours from your standard work week in the 'Hours" field above.
Focus on result	ments Outcomes Results for the week: cs. For partially completed projects or tasks, show % completed this week. neetings and administrative tasks should be avoided. Instead, focus on the outcomes, results or nts resulting from these activities.
	ccomplishement or Result
Issues or roa	adblocks requiring immediate attention:
* *	
Comments/	Questions: